

WA-Trans Steering Committee Meeting Notes

January 24, 2005

Attendees:

Member	Association	Representing
Tareq Al-Zeer	WSDOT	WSDOT
Sam Bardelson	US Geological Survey Washington Liaison	The National Map
Michelle Blake	WSDOT GIS Data Administrator	WSDOT
Chuck Buzzard	Pierce County GIS	West side local government
Dave Cullom	Washington Utilities and Transportation Commission	Pipelines, Utilities, Railroad
Tami Griffin	WSDOT Geographic Services	WA-Trans (Project Manager), Facilitator
Jason Guthrie	Lincoln County	East side local government
Wendy Hawley	Census Bureau	US Bureau of Census
Mark Hotz	WSDOT Geographic Services	WA-Trans (Assistant Project Manager)
Kayla Kruse	Spokane Regional Transportation Council	SRTC
Don Ottosen	US Geological Survey - Spokane Office	USGS
Dave Rideout	Spokane County Engineers Office	Spokane County
Art Shaffer	WSDOT NW Region Maintenance & Ops	Alternate WSDOT
Elizabeth Stratton	WSDOT	Freight Interests
Ian Von Essen	Spokane County GIS	E-911
Pat Whittaker	WSDOT Transportation Data Office	WSDOT Transportation Data Office
Tim Young	Washington Department of Fish and Wildlife	Natural Resource Organizations

Not Attending:

Member	Association	Representing
Roland Behee	Community Transit	Transit Organizations
Dan Dickson	CRAB	CRAB
Jerry Harless	Puget Sound Regional Council	MPO's, RTP's
Tony Hartrich	Quinault Indian Nation	Quinault Indian Nation

- Introductions, Status Questions, Time Tracking, Action Item Review
- Business rules regarding data quality discussion – added at meeting time
- Front end for data users
- Standards for Ramps
- Crosswalk of Classifications
- Establishing Agreement Points
- ~~Feedback and Correction Process~~
- Versioning, update cycles, access to earlier versions and notification of updates
- Strategies for dealing with jurisdictions with no data
- Draft policies to support strategies for resolving more than one source of data
- Contact through which data is authorized
- Action items review & closing
- Data Model Meeting

Introductions Status, Time Tracking and Review Action Items

There were two attendees who were introduced. Kayla Kruse from the Spokane Regional Transportation Council, which is the MPO for the region, attended. Kayla will be added to the partner list. Len Ottosen from the USGS also attended and was introduced.

Tami announced the completion of the Translator Requirements and mentioned that if there is feedback, please send it to her and she will make appropriate changes.

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Business Rules Regarding Data Quality Discussion

The Translator Requirements state, “Best available spatial datasets must be topologically clean prior to inclusion into the WA-Trans GIS database – all lines, be properly “snapped” and joined or they may not be importable into any GIS system.” On page 25 under Guidelines for Data submission – Data Import. The Standards also say something very similar.

There was concern that this may exclude some participants from submitting data, particularly CAD data providers. This was discussed and it was agreed that we had to have at least the best spatial data available and a LRM in the data. In data sharing agreement and ask for resources to fix it and then get them to maintain it as part of the data sharing agreement. We have to reach a point where we have good data. We may have some data that is in limbo and need to be worked through a data sharing agreement. Must have some expectation about data quality for sharing. May need to deal with problems as they occur.

We may need to add this to our Policy and Process list as something to develop a plan for.

Front end for data users

There was no feedback regarding this document so the version in Appendix A of this document can be considered the final version. However, after the meeting Chuck looked more closely at the document and discovered that core data sets had been added which are WSDOT centric including: Priority programming, engineering and maintenance districts, and organization boundaries. He had concerns about that and wanted them removed. Tami asked Art to assume they would be removed and bring it up at the next meeting.

Action Item – Art remove the core data sets 12 – 14.

Action Item – Tami add this item to the agenda for the next meeting.

Standards for Ramps

Tareq and Pat submitted WSDOT standard for ramps as a starting place. That document is Appendix B of these notes.

Discussion: Pierce County has a ramp system. Chuck says this would work for them. Wendy says Census codes are very simplistic. It would require some translation. Pierce County maintains Mobility route number so they have added a number to the beginning of the route number. 19005 would be I-5 off ramp. Street type keeps track of whether ramp is off mainline or off secondary ramp. Pierce County is trying to be compatible with Mobility. Mobility is 6 digits. A full state route identifier is SR number plus route number route qualifier mainline SRMP. Apparently Mobility doesn’t have a ramp standard and each county does it differently. Pierce County came up with their own system because they have addressing on all state roads and ramps so 911 can dispatch to them. Chuck thinks the state standard will work. Lincoln County is using Mobility. Lincoln County only has a few standards. Spokane County also doesn’t have a standard and just got into Mobility.

We are all ready to incorporate this into our standards. We can use multiple descriptions and put more English descriptions to make it more user friendly. We could have both. Many thought that might be useful. We may need to add to translator requirements to add these records. Michelle and Tami can talk specifically about later. Pierce County can have the components in the existing fields. It is compatible with Mobility.

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Once again there was concern expressed, this time by Ian, regarding the lack of participation of CRAB and the relationship with Mobility. Chuck, Jason and Dave R. all felt we had what we needed to work with Mobility. However there was a suggestion made that Tami give a presentation to CRAB. She will try to do this in the next few months. She will try to work through Dan and if that doesn't work she will work through the CRAB participant on the Traffic Records Committee.

Action Item – Tami set up presentation when possible with CRAB

Action Item – Mark add WSDOT Ramp Standard to standards and add conversion to translator requirements

Action Item – Mark add business rule regarding developing English descriptions for ramps. This should be a back-end WA-Trans rule.

Crosswalk of Classifications

Pat Whittaker developed a spreadsheet, which could be the start of a crosswalk of classifications. This is Appendix C of this document. However many of them don't work together well. Jerry Harless provided MPO information. Sam Bardelson provided a 5-step standard that they used to us based on surfacing. Sam mentions that The National Map has changed things. Freight and goods also has a standard that is carried on WSDOT and CRAB data. Many of these other classification systems don't crosswalk because they are too different. This sort of a crosswalk may not be appropriate.

Pat wants us to think about the fact that public roads only are covered in FCC. There are proposed classification based on plans that may have a number and so forth. Do we want to have proposed roads? Chuck says alignment on proposed roads is an issue. Currently they are a stick drawing. Dave R. wants a policy about not handling proposed roads. When is it not proposed? It is a hassle for Spokane County. Ian says it is a big hassle. Tami wants to make sure we have this on the agenda when Jerry is here so we get his input on this topic before we may a policy decision. We need to put this on a future agenda. Sometimes road that are never built stay.

We didn't really reach an agreement but may want to check in on the issue of classification crosswalk AND proposed roads.

Action Item – Tami put both "classification crosswalks" and "proposed roads" as agenda items for the next meeting.

Establishing Agreement Points

Michelle provided draft data sharing agreement and agreement point proposals. They are Appendix D of this document. She wants to know how formal we want it to be.

There are varying opinions about this. There may be some that are non-formal? Spokane County takes two data sets and it automatically snaps based on a tolerance. They don't find out there are problems until the end point. They are less concerned about agreement points and feel they would not have a motivation for taking the time to work on them. Lincoln County would need to have points between counties. Dave R. felt that counties are very county centric. Doesn't affect whether things match. Not much motivation to match for an agreement point. County would feel that is a State problem.

How would Dave feel if we (WA-Trans) moved lines? He would want to know our rationale and later move his data. Pierce County would rather have a formal agreement when they provides centerline. Chuck feels that an agreement must be formal.

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Michelle was looking at this as addendum to a regular data sharing. WA-Trans is concerned that once the edge matching is done those changes need to be maintained by the local provider long term. What motivates this? Regional Transportation groups have to make data match. They may be an intermediary for this process.

Dave R. feels this is an urban issue and that if we complicate it that may make it a big deal. We may need to be prepared to handle urban and rural differently. Jason thinks it may be pretty minor for rural counties to do. He and Dave may start looking into this soon.

Dave C. is concerned that if certain users rely on an update cycle from a county that could become an issue. It is important that the agreement be there for level of effort. Dave R. analogizes on tax parcel coverage that is dynamic and never constant. He anticipates that roads and transportation may go through other things and this is a small part of it.

Michelle made some assumptions. Do we want the agreement to be with WSDOT? Yes, it should be. Then it requires IT Director signature.

Tareq says we can use a Memorandum of Understanding. We may need to be flexible and use MOU for pilot. Takes a long time to get official agreement going.

From census perspective they would never do agreement point processes. If you get information from census it is public domain and we are going to take what we get from you. A lot of this has to be different for federal agencies. It must be specific to federal agencies.

Tami is concerned with maintenance and making sure we know how long and complex it will be so we may want to pilot those agreements as well.

Michelle would like to see examples of MOU for this purpose and Tareq could provide a copy of that. Michelle is trying to get an example from Jim Schlender.

Summary - work towards MOU and get basic WA-Trans centric language in there. Pass it by contracts folks.

Action Item – Tareq send Michelle examples of MOU.

Action Item – Michelle will change the document based on input received.

Action Item – Jason is going to create agreement points and share the process and experience for it.

Versioning, update cycles, access to earlier versions and notification of updates

Dave Cullom submitted a couple of policy and process documents for review. These are Appendix E of this document covering versioning and archiving. Expected storage requirements for 20 years are 15.3 G. So we can change versioning and archiving appropriately. Update cycles are based on normal business processes. We need to manage and document delivery dates. This will be facilitated through data sharing agreements.

Do we want notification that it is time to update by the web? Do we want a more passive approach based upon the user seeing it or do we want to have notification that is active based on e-mail to subscribers? It was agreed that we want to have a more passive notification for less e-mail. (Chuck). Ian thinks notification may be in the metadata. We want to do it more passively and keep the active notification for later if needed.

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How often do we take a snapshot of the data? It was suggested that we do this annually. Chuck says what changes is geography and some attributes. Once a year seems a lot to him. Ian thought if it was being used for homeland security that will have an effect. Dave C. will update appropriately. WSDOT will have to do the archiving.

Action Item – Dave Cullom make changes based upon information provided and send out updates.

Strategies for dealing with jurisdictions with no data

Specifically, Dave R. did not work on this topic although he will be directing some brainstorming in the next topic that may impact this.

Draft policies to support strategies for resolving more than one source of data and contact through which data is authorized

Originally this agenda item was two topics leading to policies and processes to support them. Dave R. decided to combine them and have a brainstorm so he can develop a proposal for the next meeting.

We have talked about agreements and we haven't talked about whom we make agreements with.

Dave pointed out some anomalies we may run into while getting agreements:

Okanogan counties submits road from a Tribe. Counties may submit I-90. We may not have the right information. Pierce County may submit Tacoma roads. Kitsap County GIS is run out of administrative Services, Public Works uses AutoCAD. Who do we work with? We have two directions we can go: geographic area, or jurisdiction. They can't easily be merged. Dave R would prefer that all parties in a county worked together and came up with one county file. Or possibly each jurisdiction has the dataset of them all. Each jurisdiction would submit one data set. That also doesn't seem really realistic.

We also haven't talked about how to determine who has ownership and authority of a road. There was significant discussion on this topic that follows:

Pat thinks owner of road must have option of providing data or agreeing to let someone else provide the data. It was suggested that we use GASB 34 as basis for determining ownership.

Jason is concerned with that jurisdictional submission there needs to be an agreement point with the state (WSDOT). It would require the state to provide addressing for all road segments. WSDOT doesn't have addressing on all our roads. The only state roads that don't have addresses are interstates but local government provides the addresses.

Pat feels that overall concept is that we meet definable business needs. During partnership we may need to work together to come up with acceptable data. Ideal is to resolve that through partnering. WSDOT has to respond to the needs, including addressing. If a certain county has better data then the WSDOT then we want that data to become a source for WSDOT.

There was some confusion. We could be talking about two different things: positional accuracy or attribute accuracy. They have to be considered separately because we may not get them from the same place. It was recommended that we define business need for accuracy to build it towards that. We actually have already done that and it is documented in the standards.

Michelle says we may need to look at assumptions made during data collection and iron out those differences. Chuck feels a pilot may make a difference in how we decide. Ian sees rural areas as

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challenge of a handling a planimetric view of a road versus a stick figure view. Local governments may store both types of data sets.

Dave R.'s concern is that we know who to talk to? Dave wants a policy regarding whom we talk to in order to make sure we aren't bypassing someone in doing this. Dave would like to work toward is a proposal that our overall model is to let the county be the focal point for coordinating the gathering of data from all providers within its jurisdiction. He wants to set up a two-tiered model that the county would coordinate data within their jurisdiction to put together for submission.

Tim thinks that is a reasonable model but you need a backup plan for them. We need to provide ability for proxy to be defined. Pierce County used to take city of Tacoma data and insert it with the county data. Because of their data structure Pierce took over maintenance and get changes monthly from city.

Seattle has excellent street network and has for years. King County's data is not at good but they are trying to develop a better one, however, there are several cities that will not want to work with County. We need ability to do it either way. Cities must have the option to do it with their own resources knowing that they are adding to their own workload putting data in WA-Trans.

When you have functioning working relationships you should leverage that. We may also be able to with COGs. But we need to look at data in both directions. What about the other way? If there is an error we need to consider how we deal with them with this model.

In Washington there are some cities and there are Indian reservations that cross boundaries. It requires good coordinator in the county.

There was discussion regarding a protocol for getting data and contacting potential providers. Bureau of Census gets more than roads data so they start at GIS department.

Action Item – Dave will take the information provided and develop a draft Policy/Process.

Action items review & closing

The next meeting is April 25. Tami is going to try to schedule it at Microsoft in Redmond. If so she will send a map and directions. We are able to dial our video-conferencing into this site. If it isn't possible to do this at Microsoft then the meeting will be in Shoreline at WSDOT NW Region HQ

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Appendix A – Front End for Data Users

General

A web portal will be established to list the agency's core data sets as well as additional supportive layers for background and reference. Mapping functions will be available for both navigation and identification of data sets and layers.

Structure

The website will be composed of the following pages:

- Framework overview
- Web portal page
- Data Sets for Downloading
- Disclaimers/Release of liability to be read before accessing mapping and data sets for downloading
- Resource links for other framework and supporting data layer sets

Viewing/Access for Download

The following data sets are examples of what may be included in the interactive web page. Core Transportation layers and metadata files will be available for distribution through the web portal. A metadata button will appear on the opening statewide view screen. It will give the minimum attributes available and the minimum accuracy standards for the various data in Framework, along with a statement that some data may be available with additional attributes and higher accuracy. (These areas could be color coded for easier identification by the viewer/user. Clicking on an area will bring up that metadata). The boundaries for these areas are to be determined by the originating agency and can be a representation of their UGA or other determining factor, such as transit district or fire district. Ownership of items in these areas that are not part of the originating agency's inventory will be highlighted to alert the viewer of other agency responsibility. The user will then have the choice to view/download data by boundary or by originating agency within the boundary. When the viewer selects to download data, they will first be asked to download its corresponding metadata. If the viewer does not download the metadata, an alert to the user that WA-Trans is not responsible for incorrect assumptions made about the data resulting from not reviewing the metadata will appear before any download will begin. Transportation Framework will provide links to the originating agency's website for downloading or accessing of data sets belonging to other agencies or entities. Metadata for those data sets would be the responsibility of the provider.

Core Data Sets

1. Federal
2. State Highway system
3. Highway Ramps
4. Mileposts
5. Rest Areas
6. Scenic Highways
7. Local Roads
8. Bridges
9. Railroads
10. Ferry Transit Routes
11. Aviation Routes
12. Priority Programming
13. Engineering and Maintenance Districts
14. Organization Boundaries

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Reference Data Sets

1. County Boundaries
2. Urbanized Areas
3. Reservation boundaries

Additional Data Sets for Download/Access

1. Cris Data (Mobility?)
2. Survey Data

Map functions to be made available:

- Zoom in/out
- Full view
- Pan
- Search by:
 - Location (regional, county or city)
 - Identifiers (street names or intersections)
 - Jurisdictional agency (federal, state or local authority)
 - Urban Growth Area
- Query Data
- Export Data by
 - Selection
 - Data set name
 - All Data Sets shown

Formats

Formats to be made available for Download/Access

1. Shape files, ArcGIS feature data sets for ArcSDE, .dxf or .dgn,
2. .MDB, Excel, DBF, .txt,
3. JPEG, TIFF, bmp or GIF
4. Projection- Washington State Plane South NAD 83 only. (.PRJ files to be provided with shape files)

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Appendix B – Ramp Standards

Related Roadway Type (RRT)

Before TRIPS, the SR number represented the main traveled way of our highways. This left out other pieces of our highways like Ramps, Spurs, Couplets, etc. and in numerous cases, caused location data to be inaccurate.

With TRIPS came RRT and RRQ. Together with the SR number, these descriptors identify very precisely any piece of the highway system in the State.

RRT = A two character abbreviation for a type of roadway. The following is a list of RRTs in the system.

AR	Alternate Route	CD	Collector Distributor Dec
CO	Couplet	CI	Collector Distributor Inc
FD	Frontage Road Dec	LX	Crossroad within Interchange
FI	Frontage Road Inc	P1 - P9	Off Ramp, Inc
FS	Ferry Ship (Boat)	PU	Extension of P ramp
FT	Ferry Terminal	Q1 - Q9	On Ramp, Inc
PR	Proposed Route	QU	Extension of Q ramp
RL	Reversible Lane	R1 - R9	Off Ramp, Dec
SP	Spur	RU	Extension of R ramp
TB	Transitional Turnback	S1 - S9	On Ramp, Dec
TR	Temporary Route	SU	Extension of S ramp

Related Roadway Qualifier (RRQ)

The RRQ is a six digit field which uniquely identifies the RRT since there may be more than one of the same type of RRT for a route. The assigning of RRQ is done in one of three ways depending on the RRT.

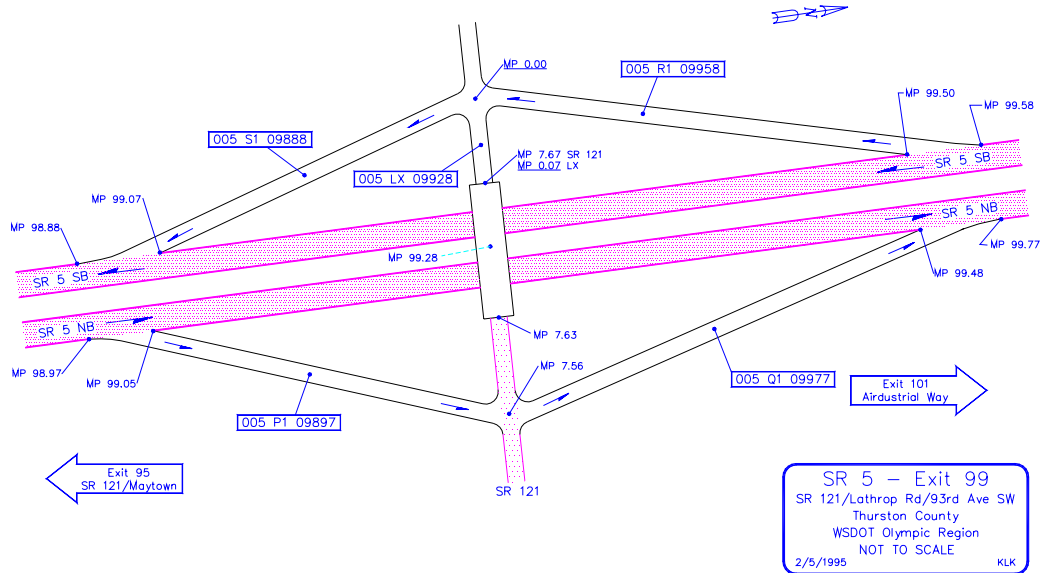
(2) The following RRTs use the Mainline SRMP where the RRT attaches to the Mainline. The begin SRMP for that RRT will be 0.000.

CD	Collector Distributor Dec	P1 - P9	Off Ramp, Inc
CI	Collector Distributor Inc	PU	Extension of P ramp
FD	Frontage Road Dec	Q1 - Q9	On Ramp, Inc
FI	Frontage Road Inc	QU	Extension of Q ramp
LX	Crossroad within Interchange	R1 - R9	Off Ramp, Dec
RL	Reversible Lane **	RU	Extension of R ramp
		S1 - S9	On Ramp, Dec
		SU	Extension of S ramp

*** At this time, this RRT does not follow standard naming convention*

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DIAMOND INTERCHANGE EXAMPLE



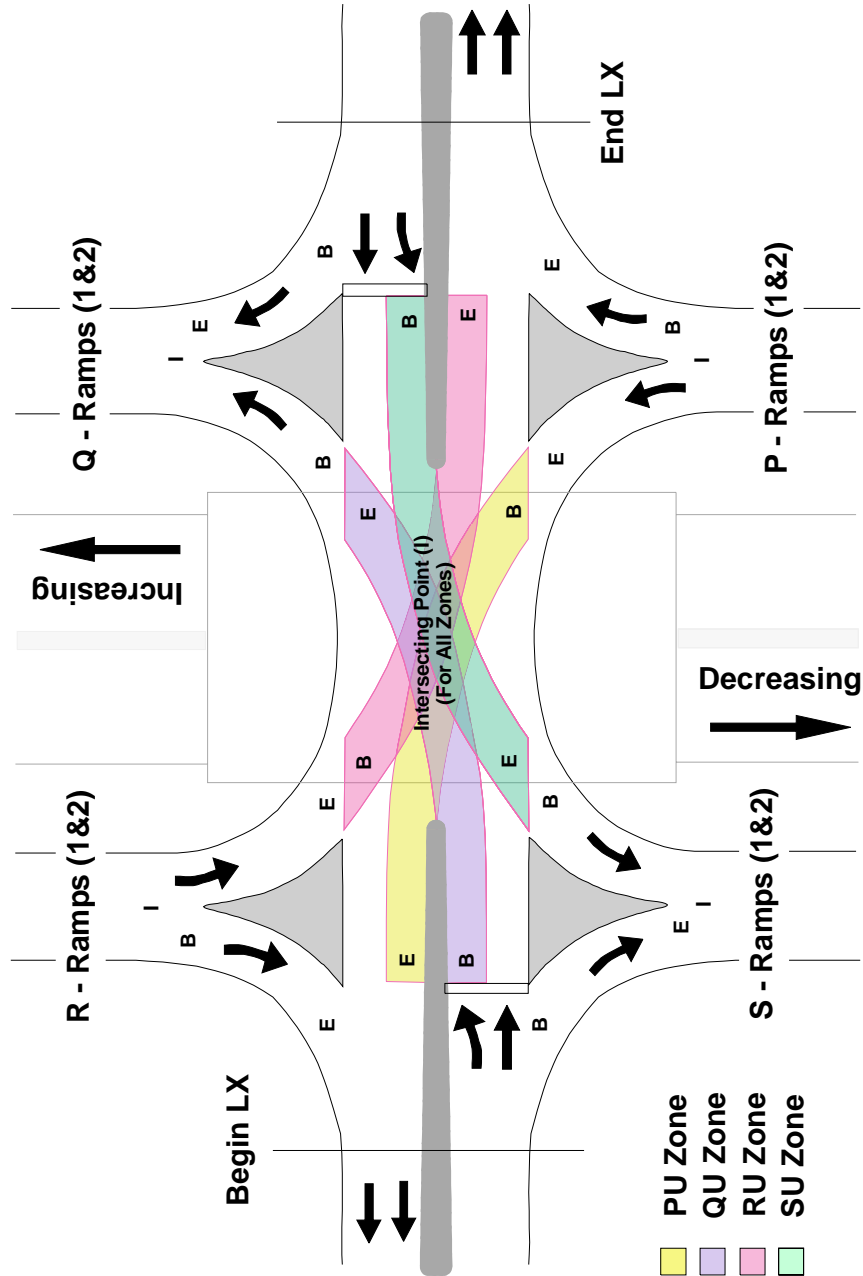
EXAMPLE: 005 R1 09958

where:

005	=	SR Number
R1	=	RRT for decreasing MP direction off-ramp (R ramp)
09958	=	Mainline SRMP at beginning of the R ramp where the R ramp leaves the mainline

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TYPICAL SINGLE POINT (URBAN) INTERCHANGE CONFIGURATION



EXAMPLE: 101 RU 36542

where:

005=SR

Number RU=RRT for extension of R ramp to

LX tangent36542=Mainline SRMP

at beginning of the R ramp where the R ramp leaves the mainline

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Appendix C – Crosswalk of Classifications

Washington Road/Transportation Classification Systems

Roadways				
Federal Functional Classification		State Functional Classification		Metropolitan Transportation System
Name	Number	Name	Number	Name
Rural Interstate	1	Rural Interstate	R5	Interstate
Rural Principal Arterial Other	2	Rural Principal	R1	Principal Arterial
Rural Minor Arterial	6	Rural Minor	R2	Minor Arterial
Rural Major Collector	7	Rural Collector	R3	Collector
Rural Minor Collector	8	Rural Collector	R3	Collector
Rural Local	9	Rural Unclassified	R4	Local
Urban Interstate	11	Urban Interstate	U5	Interstate
Urban Principal Arterial Freeway/Expressway	12	Urban Principal	U1	Principal Arterial
Urban Principal Arterial Other	14	Urban Principal	U1	Principal Arterial
Urban Minor Arterial	16	Urban Minor	U2	Minor Arterial
Urban Collector	17	Urban Collector	U3	Collector
Urban Local	19	Urban Unclassified	U4	Local
Ferry				
				Metropolitan Transportation System
Transit				
				Metropolitan Transportation System
Non-motorized				
				Metropolitan Transportation System
Freight & Goods				
				Metropolitan Transportation System
Intercity Passenger Rail				
				Metropolitan Transportation System
Regional Aviation				
				Metropolitan Transportation System

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Appendix D – Establishing Agreement Points

Issue Statement:

The goal of the Washington Transportation Framework (WA-Trans) is to provide transportation data for statewide Geographic Information Systems (GIS) use. To achieve this goal, WA-Trans will make use of the best available transportation data. Since the best available data may be collected and maintained at different scales of resolution, different granularities of detail, and using different collection methodologies and assumptions, a process and policy must be in place to insure that data from neighboring sources maintain seamless feature continuity. WA-Trans plans to employ an **agreement point** in such situations to establish a location, agreed upon by the adjacent data providers, where such data will meet.

Process and Policy:

Those who wish to be WA-Trans data contributors will enter into a data sharing agreement with WA-Trans' steward organization, WSDOT. The data sharing agreement will set the terms of each participant's roles and responsibilities with regard to WA-Trans data contribution, including a willingness to establish agreement points with neighboring data providers. For specifics on the WSDOT data sharing agreement, please see the WSDOT Interagency Data Sharing Template, Attachment A.

Representatives from each data provider will work with the WA-Trans group to adjust data as needed to achieve a seamless fit. A WA-Trans representative will act as a mediator in these cases to help achieve this goal. In general, preference will be given to data with better horizontal positional accuracy.

If agreement is achieved in this venue, then the associated Segment Point Ids and neighboring provider's contact information will be attached as an addendum to each data contributor's data sharing agreement.

If an agreement point is established by a professional survey, survey documentation will be included as an addendum to the involved parties' data sharing agreement.

If adjacent WA-Trans data contributors wish to create a stand-alone agreement regarding their agreement points, they may do so. The parties' WA-Trans (WSDOT) data sharing agreement shall reference this stand-alone agreement as an addendum.

Agreement Point Modifications, Additions, and Deletions:

If there is an alteration to an agreement point during the course of the data sharing agreement, then a new addendum will be attached to document the modification.

If the alteration includes a change in geographic location, then representatives from each data provider will work with the WA-Trans group to establish a new agreement point. If agreement is achieved, a new addendum will be attached to the existing data sharing agreement that will describe the retirement of agreement points, identified in previous addenda, that are no longer pertinent, and list the newly established agreement points' Segment Point Ids and the neighboring provider's contact information.

Conflict and Resolution:

In the event that data contributors cannot come to a consensus on the location of an agreement point, then a Dispute Board shall determine resolution. Each party involved, including the WA-Trans group, shall appoint a member to the Dispute Board. These appointed members shall jointly appoint an additional member to the Dispute Board. The

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Dispute Board shall review the issues and make a determination as per the *Dispute Resolution* section in the WSDOT Interagency Data Sharing Template, Attachment A , Item 18. The Dispute Board's determination may be handled as a separate agreement between the parties involved, or as an addendum to the parties' existing data sharing agreement with WA-Trans (WSDOT).

To reduce financial impact, Dispute Board participants will be urged to address all existing, pertinent, disputed points at such a time.

between
the
STATE OF WASHINGTON
Department of _____
and the
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
DPXXXXX

AGENCY PROVIDING DATA: Washington State Department of Transportation

AGENCY RECEIVING DATA: (Referenced in this document as Receiving Party (RP) for example purposes only. The correct name or initials of the agency, and whichever role is appropriate for WSDOT, will be used in the final document.)

This DSA has been reviewed by the authorized IT Data Security Administrator in each agency.

The purpose of this DSA is to provide the receiving party (RP) . . .

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2. **DEFINITIONS**

“Agreement” means this Interagency Data Sharing Agreement, including all documents attached or incorporated by reference.

“Data Access” refers to rights granted to RP employees to directly connect to WSDOT systems, networks and /or applications via the State Governmental Network (SGN) combined with required information needed to implement these rights.

“Data Transmission” refers to the methods and technologies to be used to move a copy of the data between APD systems and RP systems, networks and/or employee workstations.

“Data Storage” refers to the state data is in when at rest. Data can be stored on off-line devices such as CD’s or on-line on RP servers or RP employee workstations.

“Data Encryption” refers to ciphers, algorithms or other encoding mechanisms that will encode data to protect its confidentiality. Data encryption can be required during data transmission or data storage depending on the level of protection required for this data.

“Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, drivers license numbers, other identifying numbers, and any financial identifiers.

3. **PERIOD OF AGREEMENT**

This Agreement shall begin on _____, or date of execution, whichever is later, and end on _____, unless terminated sooner or extended as provided herein.

4. **JUSTIFICATION FOR DATA SHARING**

Data is needed to . . .

5. **DESCRIPTION OF DATA TO BE SHARED**

(NOTE: Include a description of the data that is requested, including data elements, time frames and format of the data, as necessary. Specify if the data provided can be linked to other data and under what conditions, as necessary. For example: Data shared will include the data contained in the agency’s internal database that is described in this Agreement and will be updated through an automated process that runs daily on a server operated at . . .)

Data to be shared includes . . .

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6. DATA ACCESS

Example: Data access will be via terminal emulation software to be loaded on the appropriate RP staff workstations. WSDOT will grant access permissions required to access the data defined above.

7. DATA TRANSMISSION

Example: Data transmission will be via anonymous FTP using the State Governmental Network (SGN) – The FTP site will be server ABC123, e-mail attachment, sneaker net, floppy disk, CD, etc. (pick one)

8. DATA STORAGE AND HANDLING REQUIREMENTS

NOTE: WSDOT needs to identify and include any constraints on RP's handling of the data once in RP's possession. Below paragraph is an example only.

Example: All data provided by WSDOT will be stored in an encrypted form on a server with access limited to the least number of RP staff needed to complete the purpose of this DSA.

9. DATA ENCRYPTION (If applicable)

Example: WSDOT and RP have agreed to use a software tool to encrypt data prior to transmission. The tool is _____ (Example: PKZIP PRO; the encryption algorithm to be use is Password + 3DES). The password will be transmitted separately from any data transmission event.

10. INTENDED USE OF DATA

Example: The data described above shall be used for analysis purposes only to prepare required annual business summaries published by RP.

11. CONSTRAINTS ON USE OF DATA

This Agreement does not constitute a release of the data for the RP's discretionary use, but may be accessed only to carry out the responsibilities specified in RCW . . . and for the purposes described herein. Any ad hoc analyses or other use of the data, not specified in this Agreement, is not permitted without the prior written agreement of WSDOT.

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If Applicable - The raw data and analysis generated will not identify personal information by name, and will be used for summary reporting purposes only. Any and all reports utilizing the data shall be subject to review by _____ prior to publication or presentation.

The RP is not authorized to update or change any data in the _____ system, and any updates or changes will be cause for immediate termination of this Agreement.

12. SECURITY OF DATA

A. Data Protection

RP shall take due care and take reasonable precautions to protect WSDOT's data from unauthorized physical and electronic access: RP will strive to meet or exceed the requirements of the Information Services Board (ISB) policies, standards and guidelines for data security and access controls to ensure the confidentiality, availability and integrity of all data shared.

B. Data Security Technology Standards

WSDOT will be responsible for providing data security technology standards that will ensure acceptable levels of data security to RP. These data security technology standards will include clear definitions outlining when and where data should be encrypted and by what technologies.

Example: WSDOT requires RP to use the DIS Secure FTP service. WSDOT will cover all costs associated with this service.

C. IT Data Security Administration

WSDOT and RP IT Data Security Administrators will exchange documentation that outlines the data security program components supporting this Agreement. This documentation will define all data security methods and technology for each individual data exchange to ensure WSDOT and RP are in compliance with all appropriate ISB security standards.

This documentation will serve to satisfy any potential requirement each agency may have under ISB Security Standards to document the management of secure information.

13. NON-DISCLOSURE OF DATA

Before receiving the data identified above, the RP shall notify all staff who will have access to the data of the following requirements. This notification shall include all IT support staff as well as staff who will use the data. A copy of this notification shall be provided to WSDOT at the same time it is provided to relevant RP staff.

A. Non-Disclosure of Data

1. RP staff shall not disclose, in whole or in part, the data provided by WSDOT to any individual or agency, unless this Agreement specifically authorizes the disclosure. Data

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may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement.

2. RP shall not access or use the data for any commercial or personal purpose.
3. Any exceptions to these limitations must be approved in writing by WSDOT.

B. Penalties for Unauthorized Disclosure of Information

In the event the RP fails to comply with any terms of this Agreement, WSDOT shall have the right to take such action as it deems appropriate. The exercise of remedies pursuant to this paragraph shall be in addition to all sanctions provided by law, and to legal remedies available to parties injured by unauthorized disclosure.

The RP accepts full responsibility and liability for any violations of the Agreement.

C. Employee Awareness of Use/Non-Disclosure Requirements

The RP shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

RP will provide an annual reminder to staff of these requirements. (*Optional*)

14. DATA CONFIDENTIALITY

(NOTE: Include these terms if the data is confidential. If the data being accessed by the RP includes protected health information, as defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996, refer to Exhibit B and include HIPAA terms in the document as applicable.)

A. Regulations Governing Confidentiality of Data

1. The RP acknowledges the confidential nature of the information and agrees that RP personnel with access shall comply with all laws, regulations and policies that apply to protection of the confidentiality of the data.
2. This data is confidential under state (NOTE: include if applicable: *and federal law*), access and use of this information will be limited only to persons whose staff function requires such access.

B. Limited Access to Data (*Use as Applicable*)

Individuals will access data only for the purpose of this Agreement. Each individual with data access shall read and sign Exhibit A, "Statement of Confidentiality and Non-Disclosure," prior to access to the data.

15. OVERSIGHT

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The RP agrees that WSDOT will have the right, at any time, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance therewith, within the limits of RP's technical capabilities.

16. AMENDMENTS AND ALTERATIONS TO THIS AGREEMENT

With mutual consent, WSDOT and the RP may amend this Agreement at any time, provided that the amendment is in writing and signed by authorized staff.

17. TERMINATION

Either party may terminate this Agreement with (15, 20, 30) days' written notice to the other party's Agreement Administrator named on Page 1. However, once data is accessed by the RP, this Agreement is binding as to the confidentiality, use of the data, and disposition of all data received as a result of access, unless otherwise amended by the mutual agreement of both parties.

18. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, a Dispute Board shall determine resolution in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms, and applicable statutes and rules and make a determination of the dispute.

19. GOVERNANCE

- A. The provisions of this Interagency Data Sharing Agreement are severable. If any provision of this Agreement is held invalid by any court, that invalidity shall not affect the other provisions of this Interagency Data Sharing Agreement and the invalid provision shall be considered modified to conform to the existing law.
- B. In the event of a lawsuit involving this Interagency Data Sharing Agreement, venue shall be proper only in Thurston County, Washington.

20. SIGNATURES

The signatures below indicate agreement between the parties.

DEPARTMENT OF TRANSPORTATION
DEPARTMENT OF

SIGNATURE DATE

TITLE: _____

SIGNATURE DATE

TITLE: _____

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EXHIBIT A

NOTE: Use this document if WSDOT is sending confidential data to another agency. Agency staff who will have access to the data must each sign this document and return it to WSDOT, per the terms of Section 11, Paragraph A, "Limited Access to Data".

STATEMENT OF CONFIDENTIALITY AND NON-DISCLOSURE

between the
State of Washington

DEPARTMENT OF TRANSPORTATION
and the

WSDOT Contract No. _____

As an employee of the Washington State _____, I have access to information contained in the _____ of the State of Washington, Department of Transportation (WSDOT). This information is confidential, and I understand that I am responsible for maintaining this confidentiality. I understand that the information may be used solely for the purposes of work under WSDOT DSA No. _____.

Before you are allowed access to the information in the data, you are required to sign the following statement:

- I have been informed and understand that all information in the WSDOT _____ is confidential and may not be disclosed to unauthorized persons. I agree not to divulge, transfer, sell, or otherwise make known to unauthorized persons any information contained in this system.
- I also understand that I am not to access or use this information for my own personal information but only to the extent necessary and for the purpose of performing my assigned duties as an employee of _____ under this Agreement. I understand that a breach of this confidentiality will be grounds for disciplinary action which may also include termination of my employment and other legal action.
- I agree to abide by all federal and state laws and regulations regarding confidentiality and disclosure of the information in the _____.

Signature of Employee

Printed Name of Employee

Date

EXHIBIT B (Reference name for the purposes of this template only.)

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HIPAA PROVISIONS: If WSDOT will be receiving data that includes protected health information about individuals from a “Covered Entity”, as defined below, then WSDOT will be defined as a Business Associate in the Data Sharing Agreement (DSA) in accordance with the Health Insurance Portability and Accountability Act of 1996. The following definitions and terms would be included in the DSA.

A. DEFINITIONS

“Covered Entity” means _____, a Covered Entity as defined in 45 CFR 160.103. *(NOTE: For example, DSHS is a Covered Entity based on this law.)*

“Business Associate” means WSDOT, who performs or assists in the performance of an activity for or on behalf of the Covered Entity that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate under this Data Sharing Agreement includes all WSDOT staff.

“Designated Record Set” means a group of records maintained by or for the Covered Entity that is the medical and billing records about individual or the enrollment, payment, claims adjudication, and case or medical management records, used in whole or in part by or for the Covered Entity to make decisions about individuals.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8.

“Individual” means the person who is subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

“PHI” means protected health information and is information created or received by Business Associate from or on behalf of Covered Entity that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present, or future payment for provision of health care to an individual. 45 CFR 160 and 164. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. 45 CRR 160.103. PHI is information transmitted, maintained, or stored in any form or medium. 45 CFR 164.501. PHI does not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv).

B. COMPLIANCE

Business Associate shall perform all Agreement duties, activities and tasks in compliance with HIPAA and regulations enacted pursuant to its provisions, successor law and/or regulation. Pursuant to 45 CFR 164.502(e), Business Associate shall implement policies and procedures to safeguard and maintain PHI in accordance with the requirements of state and federal law. In the event of a conflict of interpretation of Agreement terms relevant to HIPAA, the language and intent of this Agreement shall control.

C. USE AND DISCLOSURE OF PHI

Business Associate is limited to the following permitted and required uses or disclosures of the PHI:

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1. Business Associate shall only use or disclose PHI as required to perform the services specified in this Agreement or as required by law, and shall not use or disclosure such PHI in any manner inconsistent with the use and disclosure restrictions placed on the Covered Entity by HIPAA, or the resulting policies and procedures of the Covered Entity.
2. Business Associate shall protect PHI from, and shall establish appropriate safeguards to prevent, the unauthorized disclosure of PHI in accordance with the terms and conditions of this Agreement and state and federal law, including any regulations governing the security of PHI and the transmission, storage or maintenance of electronic data that contains PHI for as long as the PHI is within its possession and control, even after the termination or expiration of this Agreement.

D. REPORT OF UNAUTHORIZED USE OR DISCLOSURES OF PROTECTED HEALTH INFORMATION

Business Associate shall report in writing all unauthorized uses or disclosures of PHI to the Covered Entity within five (5) working days of becoming aware of the unauthorized use or disclosure of the PHI.

E. THIRD PARTY AGREEMENTS

If subcontracting is permitted under the terms of this Agreement, then Business Associate shall enter into a written agreement with any agent, subcontractor, independent contractor, volunteer, or any other third party with access to PHI, that contains the same terms, restrictions, and conditions as this Agreement.

F. CONSENT TO AUDIT

Business Associate shall give reasonable access to PHI, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of Covered Entity, to the Secretary of the U.S. Department of Health and Human Services or designee and/or to the Covered Entity for use in determining Covered Entity's compliance with HIPAA privacy requirements.

G. RETURN OF INFORMATION

Business Associate shall, within ten (10) working days of termination or expiration of this Agreement, in accordance with Contract Termination and Expiration Procedures, and at the discretion of Covered Entity, either return or destroy all PHI, including PHI in possession of third parties under contract to Business Associate.

H. ACCOUNTING OF DISCLOSURES

Business Associate shall document all disclosures of PHI and information related to such disclosures. Within ten (10) working days of a request from Covered Entity, Business Associate shall provide Covered Entity with an accounting of those disclosures of PHI, as required by 45 CFR 164.504 and 164.528.

I. PHI AMENDMENT

Business Associate shall, within ten (10) working days of a request from Covered Entity, provide Covered Entity with information regarding amendment of PHI contained in a Designated Record

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Set. Business Associate will, as directed by Covered Entity, thereafter incorporate any amendments to the PHI in the Designated Record Set. 45 CFR 164.526.

J. PHI ACCESS

Business Associate shall provide Covered Entity with reasonable access to PHI in a Designated Record Set. Or as directed by Covered Entity, Business Associate shall provide an individual with reasonable access to such PHI. 45 CFR 164.524.

K. INDIVIDUAL'S ACCESS TO INFORMATION

If any individual asks Business Associate for an accounting of disclosure of PHI, or for access to or amendment of PHI in a Designated Record Set, Business Associate shall within two (2) working days forward the request to the Covered Entity for response.

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Appendix E - Versioning, update cycles, access to earlier versions and notification of updates

DRAFT WA-TRANS DATA VERSIONING AND ARCHIVING

Introduction

There are many long-term benefits of versioning and archiving of WA-TRANS datasets. Business needs ranging from modeling urban growth to the decommissioning of forest roads often require the use of historical data. The goal of this draft policy is to outline procedures and database functionality that facilitates the storage and retrieval of previous versions of WA-TRANS.

Draft language:

1. It is the policy of WA-TRANS that the completed framework dataset will be released and archived every _____
2. It is the policy of WA-TRANS that the completed framework dataset will be moved to offline storage housed at _____ after _____ years.

Intent:

- Geographic data must be archived for possible later use, but not archived offline before it's usable lifespan is up.
- Data must be maintained in the long-term archive and migrated from media sets as new storage options are available.

Definitions:

- Washington Geospatial Data Archive (WAGDA)

Decision items for proposed language:

WA-TRANS datasets will be versioned and released how often? (Quarterly, Annually, Bi-annually)

WA-TRANS datasets will be available for live remote access and/or downloading for how long? (1yr, 5yrs, 10yrs)

WA-TRANS datasets will be available for in a managed offline digital archive for how long? (10yrs, 20yrs, Indefinite)

Will WSDOT maintain the archive or will the WAGDA maintain these data?

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DRAFT WA-TRANS DATA UPDATE CYCLES/NOTIFICATION

Introduction

Geospatial data needs to be updated at regular intervals in order to stay useful. By having a set update cycle that several agencies can agree to, we will be able to have a dataset that is constantly being updated, its quality assured in a reasonable timeframe, and redistributed quickly to the partners and public.

Draft language:

It is the policy of WA-TRANS that a data provider will commit at a specific level as described in the definition section below. Once a commitment for submission at a specific interval is made, a trigger will be added to the database that will be set to fire when the corresponding time period is up if a new submission to WA-TRANS has not been logged in. The trigger will email the data provider a reminder as well as the WA-TRANS database administrator. Data updates to portions of WA-TRANS can trigger an email to be sent to a data “subscriber” for the corresponding area that indicate they would like to have updates for. This will ensure that communication between partners occurs with minimal effort.

Intent:

Although the frequency of updates from supporting WA-TRANS data providers many vary depending on the agency, we will need a commitment from each partner at a specific level that is defined by the WA-TRANS Steering Committee. This update cycle commitment is needed so planning of which business needs can be met at any specific time may occur.

Definitions:

- Level A is quarterly updating of the supporting partner’s data to WA-TRANS
- Level B is semi-annual updating of the supporting partner’s data to WA-TRANS
- Level C is annual updating of the supporting partner’s data to WA-TRANS

Decision items for proposed language:

Do we want to use a commitment level model for updating WA-TRANS or is there another suggested approach?